



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Galit Kenigsberg, Daniel Aharon, and Itai Kohavi

Application No./Patent No.: 09/805,391 Filed/Issue Date: March 13, 2001

Entitled: MUST FLY

Neat Group Corporation, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [X] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Itai Kohavi and Daniel Aharon To: Neat Research Ltd.
The document was recorded in the United States Patent and Trademark Office at Reel 010898, Frame 0167, or for which a copy thereof is attached.
2. From: Neat Research Ltd. To: Neat Acquisition Corporation
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Neat Acquisition Corporation To: Neat Group Corporation
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

[X] Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

6-3-04
Date
303-357-3601
Telephone Number

Steve A. Cossette
Typed or printed name
[Signature]
Signature
COO Neat Group
Title

RECEIVED
JUN 17 2004
GROUP 3600

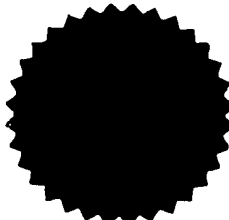
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NEAT ACQUISITION CORPORATION", CHANGING ITS NAME FROM "NEAT ACQUISITION CORPORATION" TO "NEAT GROUP CORPORATION", FILED IN THIS OFFICE ON THE TWELFTH DAY OF JUNE, A.D. 2003, AT 9:45 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3640574 8100

030390134

AUTHENTICATION: 2475254

DATE: 06-16-03

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
NEAT ACQUISITION CORPORATION**

Neat Acquisition Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, (the "Corporation") does hereby certify:

FIRST: That the Board of Directors of the Corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable an amendment to the Certificate of Incorporation of the Corporation to change the name of the Corporation to "Neat Group Corporation."

SECOND: That in lieu of a meeting and vote of the stockholder, the sole stockholder has given its unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware by adopting the following resolution:

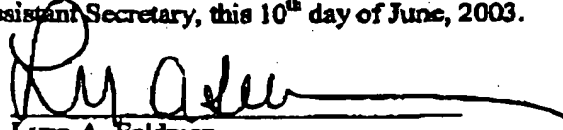
RESOLVED, that Article FIRST of the Certificate of Incorporation be amended to read as follows:

"FIRST: The name of the Corporation is Neat Group Corporation."

FURTHER RESOLVED, that the foregoing name change shall be effective upon the filing of this certificate."

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by Lynn A. Feldman, its Vice President and Assistant Secretary, this 10th day of June, 2003.


Lynn A. Feldman
Vice President and Assistant Secretary

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, (this "Agreement") dated as of May 6, 2003, by and among Neat Group, Inc., a Delaware corporation ("Neat Group"), Neat Research Ltd., an Israeli company ("Neat Research") (collectively referred to herein as the "Assignor"), and Neat Acquisition Corporation, a Delaware corporation (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of April 1, 2003, by and among the Assignor and the Assignee (the "Purchase Agreement"), the Assignor wishes to sell, transfer, convey set over and assign any and all rights the Assignor may have had, now has, or hereafter may acquire in and to the System and the Intellectual Property.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement, the terms and conditions of which are incorporated herein by reference and made a part hereof.
2. The Assignor hereby irrevocably sells, transfers, convey, sets over and assigns to the Assignee, free and clear of all Liens, all right title and interest that the Assignor may have had, now has, or may hereafter acquire in and to the System and the Intellectual Property including, without limitation:
 - a. any and all right, title and interest the Assignor may have had, now has, or hereafter may acquire in and to the copyright rights in the System and the Intellectual Property, including any and all renewals, revisions, revivals, reversions and extensions thereof now existing or hereafter created or discovered, together with any and all accrued rights of action (including without limitation the right to sue for past infringements), to have and to hold the same for the full life of each such right in each territory of the world;
 - b. any and all right, title and interest the Assignor may have had, now has or hereafter may acquire in and to all United States and foreign, registered and common law, trademarks, service marks, trade names, corporate names, designs and logos (collectively referred to herein as the "Marks"), including, but not limited to those Marks set forth on the attached Schedule A, together with the goodwill of the business symbolized thereby, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements;
 - c. any and all right, title and interest the Assignor may have had, now has or hereafter may acquire in and to the United States and foreign patents and patent applications, including, but not limited to the patents and patent applications listed on the attached Schedule B and any and all inventions (hereinafter, "said invention(s)") disclosed therein, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said

invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said applications, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said applications and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by the Assignor had this Assignment not been made. The Assignor hereby authorizes the Assignee to file patent applications in any and all countries on any or all of said invention(s) in the Assignor's name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise;

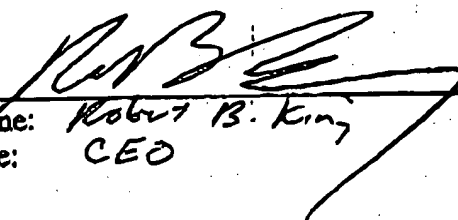
- d. any and all right, title and interest the Assignor may have had, now has or hereafter may acquire, pursuant to that certain Stock Purchase Agreement, dated February 12, 2001 by and between United NewVentures and the Assignor, in and to the patent application listed on the attached Schedule C; and
 - e. any and all right, title and interest the Assignor may have had, now has or hereafter may acquire in and to the Domain Names, including, but not limited to, those listed on the attached Schedule D.
3. The Assignor shall execute and deliver all documents reasonably requested by the Assignee and shall assist the Assignee in any reasonable manner to obtain, perfect and enforce, for the Assignee's benefit, the Assignee's rights, title and interest in any and all countries, in and to all rights in the System and the Intellectual Property, including, without limitation, complying with all requests and instructions, and any requests for documentation, promptly executing and delivering all documents requested by the Assignee, the United States Copyright Office (or any equivalent foreign office), the United States Patent and Trademark Office (or any equivalent foreign office), Network Solutions, DomainDirect, and/or any other registrar which are necessary to give full force and effect to this Agreement.
 4. The Assignor hereby authorizes the Commissioner of Patents, and Trademarks of the United States, and any official of any other country empowered to issue trademark and/or patent registrations, to record this Assignment, and to issue or transfer all said Marks and Patent registrations and applications to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of the assignment contained in this Agreement.
 5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective affiliates, successors and assigns.

6. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of the Buyer and Sellers set forth in the Purchase Agreement nor shall this Agreement expand or enlarge any remedies under the Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Agreement is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.
7. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

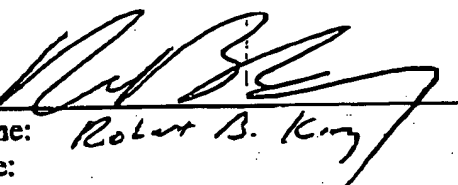
IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

ASSIGNORS:

NEAT GROUP, INC.

By: 
Name: Robert B. King
Title: CEO

NEAT RESEARCH LTD.

By: 
Name: Robert B. King
Title:

ASSIGNEE:

NEAT ACQUISITION CORPORATION

By: 

Name: Samuel L. Katz

Title: President

STATE OF *TEXAS*COUNTY OF *HARRIS*) SS.: *451-72-5053*

On April *16*, 2003 before me, the undersigned, personally appeared *Robert O. King*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mac Bellen Zycha
 (Signature and office of individual taking acknowledgment)

STATE OF

COUNTY OF

) SS.:

On April __, 2003 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 (Signature and office of individual taking acknowledgment)

STATE OF

)
) SS.:
)

COUNTY OF

On April __, 2003 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

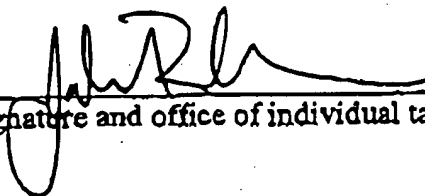
(Signature and office of individual taking acknowledgment)

STATE OF *New York*

)
) SS.:
)

COUNTY OF *New York*

On April 25, 2003 before me, the undersigned, personally appeared Samuel Katz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


(Signature and office of individual taking acknowledgment)

JOHN R. HESSION
Notary Public, State of New York
No. 02HE6061468
Qualified In New York County
Commission Expires July 16, 2003

Schedule A

Transferred Marks

Mark Name	Applicant	Effective Date	Serial Number	Status
NeatOnline	Neat Group, Inc.	2/4/2002	78/106,699	Abandoned
E-packs	Neat Group, Inc.	6/18/2002	78/136,804	Pending
Neatravel	Neat Group, Inc.	6/3/2002	78/132,896	Registered: 02/25/2003 2691178
Neat Agent	Neat Group, Inc.	12/9/2001	78/097,402	Abandoned
Neat Group (design + words)	Neat Group, Inc.	12/18/2000	76/182,368	Registered: 01/7/2003, #2671134
Neat Group and Design; no claim to color	Neat Group, Inc.	6/18/2001	EU: 002273621	Pending
Neat Group and Design; color claimed	Neat Group, Inc.	7/5/2001	EU: 002304921	Pending
Neat Group and Design; no claim to color	Neat Group, Inc.	July 7, 2001	Israel: 149768	Pending
Neat Group and Design; color claimed	Neat Group, Inc.	July 3, 2001	Israel: 150500	Pending
Neat Group (words)	Neat Group, Inc.	12/18/2000	76/182,366	Registered: 01/14/2003, # 2673923
Neat Group (design)	Neat Group, Inc.	05/14/2001	76/256,702	Pending
Combinations Cost Less	Neat Group, Inc.	12/18/2000	76/182,370	Abandoned
Combos Cost Less	Neat Group, Inc.	12/18/2000	76/182,367	Abandoned
ODC	Neat Group, Inc.	12/18/2000	76/182,369	Abandoned
Opaque Distribution Channel	Neat Group, Inc.	12/18/2000	76/182,371	Abandoned

Schedule B

Transferred Patents and Patent Applications

Patent	Inventor	Date of Filing	Patent Number	Status
Method and apparatus for the composition and sale of travel oriented packages (US)	Itai Kohavi, Yoah Bar David/Neat Research Ltd.	4/18/2000	09/551,519	Pending, Office Action
Method and apparatus for the composition and sale of travel oriented packages (Japan)	Itai Kohavi, Yoah Bar David/Neat Research Ltd.	4/17/2001	117962/2001	Pending
Method and apparatus for the composition and sale of travel oriented packages (Europe)	Itai Kohavi, Yoah Bar David/Neat Research Ltd.	4/11/2001	01108975.2	Pending
Electronic Negotiating Systems	Itai Kohavi, Daniel Aharon/Neat Research Ltd.	6/29/2000	09/607,138	Pending, Office Action
Must Fly	Itai Kohavi, Daniel Aharon, Galit Kenigsberg/ Neat Research Ltd.	3/13/2001	09/805,391	Pending

Schedule C

Transferred Interest in United Airlines, Inc. Patent Application

Patent Description	Applicant Name	Filing Date	Serial Number	Status
Travel Fares Packaging System and Method (US)	Sue Domenick; Robert L. Robless/United Airlines, Inc.	6/20/2001	09/886,247	Pending

Schedule D
Transferred Domain Names

Domain Name	Registrar	Owner	Transfer Date
gdelse.com	Network Solutions	Neat Group, Inc.	November 10, 2003
neatagency.com	Network Solutions	Neat Group, Inc.	October 8, 2003
neatagent.com	Network Solutions	Neat Group, Inc.	October 8, 2003
neatescapes.com	Network Solutions	Neat Group, Inc.	January 11, 2004
neatgroup.com	Network Solutions	Neat Group, Inc.	March 5, 2004
neatonline.com	Network Solutions	Neat Group, Inc.	December 21, 2003
neatsupport.com	Network Solutions	Neat Group, Inc.	June 28, 2003
tripoutlet.com	DomainDirect	Neat Group, Inc.	April 4, 2003
neatravel.com	DomainDirect	Neat Group, Inc.	May 13, 2003
neatravel.info	DomainDirect	Neat Group, Inc.	May 13, 2004
neatravel.org	Domain Direct	Neat Group, Inc.	May 13, 2004
tripoutlet.net	Domain Direct	Neat Group, Inc.	April 4, 2003
tripoutlet.org	Domain Direct	Neat Group, Inc.	April 4, 2003